

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD P00001	Page 2 of 14
Name of Offeror or Contractor: GROVE U.S. L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

*** DELETED NARRATIVE A 001 ***

The purpose of this Modification P00001 ito W56HZV-04-D0049 is as follows:

- Revision of the FIRST ARTICLE APPROVAL-CONTRACTOR TESTING clause (52.209-3):
 - Extraction of the TACOM Addendum
 - Paragraph (B) changed "Within 120 calendar days after the Government receives the report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article". Calendar days of this paragraph is hereby changed from 120 days to 30 days.
- Modified to the Ordering Clause to reflect 3 per month instead of the inadvertant 99 per month.
- A revision of the Purchase Description is incorporated into the contract: Dated February 5, 2004
- Revised scope of work is hereby added by this modification, specifically C.1.1. Added scope of work is hereby added: C.6, E.6 and F.1.
- Contract Data Requirement List (CDRLs) A001 Configuration Changes, A002 Test Plan, A003 Test Incident Report (TIR) and A004 Corrective Action Report (CAR) are hereby added as Exhibit A.
- In accordance with the TIR and CAR CDRLs, Exhibit Line Items (ELINs) A003 and A004 are established respectively.
- TAMMS (Total Army Maintenance Management System (DA XXX) is hereby added as Exhibit B.
- CLIN 0016 FIRST ARTICLE TRANSPORTATION is hereby added for the shipment of the ATEC Crane and Pile Driving System during testing and training.
- Add Government Furnished Equipment clause 252.245-7001 for the shipment of one ATEC crane for First Article Testing and Training purposes.
- Attachment IV is revised to relect a nomenclature change: "adjustable end wrench" instead of "crescent wrench" throughout the Additional Tools List.
- Moved Grove's Pile Driving System Warranty from Section A into Section H of the contract.

All other terms and conditions remain in full force and effect.

*** END OF NARRATIVE A 003 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIN W56HZV-04-D-0049 MOD/AMD P00001	Page 3 of 14
--------------------	--	--------------

Name of Offeror or Contractor: GROVE U.S. L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</p> <p>THE SHIPMENT OF THE VEHICLES FOR FIRST ARTICLE TESTING/TRAINING RESIDES ON CLIN 0016. FAT REPORT IS DUE IN ACCORDANCE WITH FAR 52.209-3 AND E-4.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO	\$ 31,370.00000	
0015	<p><u>CONTRACT DATA ITEMS</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>CONFIGURATION CHANGE REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Technical Data in accordance with Exhibit A, Contract Data Requirements List (DD FORM 1423) A001 and C.4.1.6</p> <p>(End of narrative F001)</p>		LO	\$ ** NSP **	\$ ** NSP **
A002	<p><u>DELETED</u></p>				
A003	<p><u>TEST INCIDENT REPORT</u></p>		LO	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD P00001	Page 4 of 14
--------------------	--	--------------

Name of Offeror or Contractor: GROVE U.S. L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> <p>Technical Data in accordance with Exhibit A Contract Data Requirements List (DD FORM 1423) A003 and E.6</p> <p>(End of narrative F001)</p>				
A004	<p><u>CORRECTIVE ACTION REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> <p>Technical data in accordance with Exhibit A Contract Data Requirements List (DD FORM 1423) A004 and E.6</p> <p>FAT APPROVAL WILL NOT BE GRANTED IF THERE ARE ANY UNAPPROVED OUTSTANDING CORRECTIVE ACTION REPORTS.</p> <p>(End of narrative F001)</p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: GROVE U.S. L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p><u>FIRST ARTICLE TRANPORTATION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>1) SHIPMENT OF ATEC FROM SHADY GROVE, PA TO HAMILTON, ON.</p> <p>2) SHIPMENT OF ATEC FROM HAMILTON, ON TO SHADY GROVE, PA.</p> <p>3) SHIPMENT OF PILE DRIVING SYSTEM FROM HAMILTON, ON TO SHADY GROVE, PA.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p>			\$ 4,540.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD P00001	Page 6 of 14
Name of Offeror or Contractor: GROVE U.S. L.L.C.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Deliveries

C.1.1 The contractor shall deliver a Pile Driving System for the All Terrain Crane (ATEC). The contractor shall provide a Pile Driving System that meets all the technical requirements of Purchase Description (PD) "Pile Driving System" PD No. ATPD-2340, dated December 22, 2003 (ATTACHMENT I). Delivery Orders will specify the quantities, delivery dates and destinations. The paint color will be GREEN 383 unless otherwise specified in the delivery order. The contractor shall warrant its Pile Driving System in accordance with its warranty listed in H.1.

C.1.2 The Pile Driving System consists of the following components that are in ATTACHMENTS II, III and IV.

C.1.3 The contractor shall develop packing instructions to be displayed on the inside of the transportation stowage container.

C.2 Storage and Maintenance of ATEC Vehicle

a. The government will ship-in-place a ATEC vehicle under Contract DAAE07-97-D-X001 for use in the interface, testing, and training efforts on this contract. ("Shipped in place" means that the government has inspected, accepted the vehicle but the vehicle will remain at the contractor's facility for the duration of this contract.)

C.3 Meetings And Reviews

The contractor and government will periodically have meetings and reviews during this contract's performance period. The objectives of these meetings are to review progress and provide guidance on technical, contractual or other issues that come up during performance. Before meetings, the participants shall agree upon an agenda. At the conclusion of each meeting, we will jointly write and agree on a summary of the discussions. The summary will identify all action items assigned for both parties to accomplish, along with a completion date for each action item, and all actions requiring Contracting Officer approval. When meetings are at the contractor's facility, the contractor will make the following available for the government's use: the shipped-in-place ATEC (Reference paragraph C.2 above.), a Pile Driving System needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); and computer resources, as needed. The government anticipates quarterly meetings until First Article Test (FAT) approval. The government anticipates two meetings a year after FAT approval. There will be a two-day Start of Work meeting held at TACOM within 30 days after contract award.

C.4 Configuration Changes

The contractor shall be responsible for maintaining configuration control of the Pile Driving System. The contractor shall establish a production configuration baseline after successful completion of the contractor's portions of the First Article Test (FAT). This baseline will identify and document the functional and physical characteristics of the Pile Driving System. It is the government's intent to standardize the configuration. The government acknowledges that the contractor may want to offer to the government configuration changes being introduced to its commercial production during the term of this contract. However, it's important for the government to assess the impact of any proposed changes to the logistics and technical requirements established for this program, under this contract and DAAE07-97-D-X001. The contractor is therefore required to notify the Contracting Officer prior to implementing any configuration changes. The government reserves the right to disapprove proposed changes that would adversely affect the program. Prior to production, the contractor shall notify the government of any impending federal laws and regulations scheduled to go into effect during the life of this contract that may impact configuration.

C.4.1 Engineering Changes - Contractor Requested

C.4.1.1 Requirement for Submittal

The contractor shall submit a request for change for any configuration change, which impacts form, fit or function. The contractor shall submit requests for approval of changes to the configuration baseline to the Contracting Officer at least 60 days before the proposed application date. The request for change shall include the following:

- a. Rationale to support the necessity of making the change;
- b. Any test results, planned testing, or other information to show acceptability;
- c. Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the change you are proposing;
- d. Identification of any logistics impact to include changes to manuals, provisioning, maintenance procedures, repair parts, special tools and test equipment, packaging, and transportation;
- e. Any proposed decrease in contract price; and
- f. Identification, by serial number, of the systems affected.

C.4.1.2 Government Review

The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD P00001	Page 7 of 14
---------------------------	---	----------------------------

Name of Offeror or Contractor: GROVE U.S. L.L.C.

will determine the extent of testing up to and including a complete First Article Test (FAT) for that change. The contractor will perform the tests at no additional cost to the government. The government will acknowledge proposed changes and provide notification within 30 days of receiving an acceptable request if the government's evaluation shows they would have an adverse effect on performance, reliability, availability, maintainability, or repair.

C.4.1.3 Responsibility for Failure Due to Changes

The government's acknowledgement of the contractor's change does not relieve the contractor from its responsibility to furnish all items in conformance with the contract performance requirements.

C.4.1.4 Responsibility for Cost Changes

The responsibility for cost of changes is as follows:

- a. The government is not responsible for additional testing or software costs associated with any changes the contractor submits.
- b. When a change results in reduced contractor costs, the government may obtain an equitable reduction in contract price.
- c. The government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

C.4.1.5 Responsibility for Data

Within 45 days of making the change, the contractor shall submit, at no cost to the government, revisions to all affected contractual data deliverables, whether they affect form, fit, or function or not.

C.4.1.6 Configuration Change Report

For contractor initiated configuration changes, the contractor shall notify the government of the following: old part number, new part number, vendor CAGE code, and Additional Reference Number (vendor part number) in accordance with ELIN A001. The contractor shall submit the report with two sections, one for form/fit/function changes and one for non-form/fit/function changes. If the contractor has not made any changes within the reporting period, the report shall make a statement to that effect.

C.4.2 Engineering Changes - Government Requested

If the government wants to change the configuration, the contracting officer will request a technical and price proposal, to include an Integrated Logistics Support Impact Statement with the impact to each ILS element. The contractor shall furnish the proposal within 60 days of receipt of request. The government may first request a Rough Order of Magnitude (ROM) proposal if only a limited amount of funding is available for the action.

C.5 Lifetime Technical Support

The contractor will provide technical support for the life of the Pile Driving System. An 800 number will be established and inserted into the manuals.

Support will consist of the following:

- a. Advice will be provided to the end user on how to best utilize the pile driving equipment, together with the crane to carry out a specific pile driving mission.
- b. Over the phone technical support and trouble shooting advice during regular business hours. Advice on how to utilize the pile driver hammer for other missions or on other types of equipment as/when required by the end user.

C.6 The Army Maintenance Management System (TAMMS)

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each pile driving system it delivers. The contractor shall prepare the form in accordance with DA PAM 738-750 to report shipment of the pile driving system from the acceptance point to the initial accountable government consignee. A blank copy of the form is enclosed at Exhibit B. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as part of the government's final inspection. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

- a. Submit the control copy (copy #1) within three working days to:

Director
U.S. Army Materiel Command's Logistic Support Activity
ATTN: AMXLS-MR
Redstone Arsenal, AL 35898-7466

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD P00001	Page 8 of 14
Name of Offeror or Contractor: GROVE U.S. L.L.C.		

b. Submit National Maintenance Point (NMP) copy (copy#2) within three working days to:

Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-LC-CJMJ
6501 East 11 Mile Rd.
Warren, MI 48397-5000

c. Place Log Book copy (copy #3) in the Transportation/Stowage Box.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD P00001	Page 9 of 14
Name of Offeror or Contractor: GROVE U.S. L.L.C.		

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED 52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test 1 PILE DRIVING SYSTEM of Contract Line Item 0014 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:
 Commander, US Army TACOM
 6501 East Eleven Mile Rd.
 AMSTA-AQ-ADBA
 c/o Jeanne Checksanchez
 Marked FIRST ARTICLE TEST REPORT: Contract No. W56HZV-04-D0049; Contract Line Item Number 00014 _____.

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

E.6 Test Failures/Corrective Actions/Corrective Action Reports

The contractor shall submit a Test Incident Report (TIR) for each problem encountered during testing in accordance with A003. The report will address in detail test failures occurring during the contractor first article test, including the following information: the soil type, the type and length of the pile, how many feet of the pile had been driven prior to the incident, the rate of the drive (i.e. 1 ft. in thirty minutes), and the ambient temperature. The contractor shall also submit a Corrective Action Report that includes the

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 14
	PIIN/SIIN W56HZV-04-D-0049	MOD/AMD P00001	

Name of Offeror or Contractor: GROVE U.S. L.L.C.

results of the failure analysis, recommended corrective actions, including basis for recommendation in accordance with A004. The government reserves the right to require additional test hours to prove out design changes resulting from corrective actions recommended by the contractor.

*** END OF NARRATIVE E 002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 14
	PIIN/SIIN W56HZV-04-D-0049	MOD/AMD P00001	
Name of Offeror or Contractor: GROVE U.S. L.L.C.			

SECTION F - DELIVERIES OR PERFORMANCE
ADDENDUM TO CONTRACT TERMS AND CONDITIONS
DELIVERIES OR PERFORMANCE

F.1 Required Delivery Schedule

a. Delivery Schedule for Production Units:

1. For all delivery orders issued prior to government approval of First Article Test (FAT), the parties will negotiate the delivery schedule.
2. For any delivery order which is issued after the government approval of FAT, deliveries shall start 150 days after the date the delivery order is issued at a rate of 2 a month if the contractor has completed deliveries on all previous delivery orders. If the contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order.
3. There are no quantity limitations to the Delivery Orders the government intends to issue over the term of this contract. However, unless otherwise agreed, the contractor will not be required to produce more than 3 in any 30 day period.
4. Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD P00001	Page 12 of 14
Name of Offeror or Contractor: GROVE U.S. L.L.C.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Grove's Standard Warranty

SCOPE OF SELLERS WARRANTY - Grove warrants its new products and major components thereof to the original Buyer to be free from defects in materials and/or workmanship that could not have been discovered by such original Buyer with reasonable diligence and care at the time of shipment from the factory.

This warranty of Grove applies only when the materials and/or workmanship is properly maintained and in normal use. Accordingly, this Warranty shall not apply to any Grove materials and/or workmanship that has been subjected to abusive use; misapplication; neglect; accident; improper assembly or installation; unauthorized modification; or operation beyond rated capacity or limits. This Warranty shall also not apply to any component parts or accessories manufactured by third parties and incorporated in Grove products.

DURATION OF WARRANTY - This Warranty shall expire twelve (12) months form the date of delivery to the Buyer.

BUYERS SOLE REMEDY - Grove will furnish without charge, F.O.B. its factory, replacements for such parts as Bermingham finds to have been defective at the time of shipment, or at Berminghams option, will make or authorize repairs to such parts or shall refund the purchase price.

BUYERS DUTIES - Buyer shall give prompt written notice of any defects in materials and/or workmanship to Grove with sufficient detail to permit Grove to perform its obligations under this warranty. It shall also be a condition of this Warranty that, upon request, the Buyer shall return to the factory, transportation prepaid, any parts for which a warranty claim is made.

DISCLAIMER - THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. BERMINGHAM SPECIFICALLY DISCLAIMS ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

GROVES LIABILITY ARISING OUT OF OR RELATED TO THE SALE OR OFFER FOR SALE OF ITS PRODUCTS OR MAJOR COMPONENTS THEREOF IS LIMITED TO THE BUYERS REMEDY AS STATED ABOVE. IN NO EVENT WILL GROVE BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY THE ORIGINAL USER OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, LOSS, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL) RELATING TO OR ARISING OUT OF THE SALE OR OFFER FOR SALE, OF ITS PRODUCTS OR MAJOR COMPONENTS THEREOF. WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER THEORY OF LAW OR EQUITY, UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF GROVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, THIS LIMITATION OF LIABILITY INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST THE BUYER. ACCORDINGLY, BUYER IS ADVISED AND AGREES TO PROCURE SUCH INSURANCE, IF ANY, AS IT DEEMS APPROPRIATE TO COVER ANY AND ALL SUCH LOSS, DAMAGE OR LIABILITY. GROVE SHALL NOT BE HELD RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH DELAYS INCLUDING THIRD PARTY BILLING AS WELL AS, BUT NOT LIMITED TO, BACK CHARGES AND LIQUIDATED DAMAGES THAT MAY BE A RESULT OF ANY DELAY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY PROVIDED UNDER ANY PROVISION HEREIN.

ASSIGNMENT - This warranty is exclusive to the original Buyer and is not assignable or transferable to any third party.

INTEGRATION - This warranty constitutes the entire warranty agreement between the parties. It supersedes all prior or contemporaneous oral or written agreements relating to any warranty and shall not be modified except by a document signed by the parties.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 14
	PIIN/SIIN W56HZV-04-D-0049	MOD/AMD P00001	

Name of Offeror or Contractor: GROVE U.S. L.L.C.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 14
	PIIN/SIIN W56HZV-04-D-0049	MOD/AMD P00001	
Name of Offeror or Contractor: GROVE U.S. L.L.C.			

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DATA ITEMS (CDRL DD FORM 1423)	04-FEB-2004	004	EMAIL
Exhibit B	TAMMS (EQUIPMENT CONTROL RECORD DA FORM 2408-9)	10-FEB-2004	001	EMAIL
Attachment 001	PDS PURCHASE DESCRIPTION	04-FEB-2004	001	EMAIL
Attachment 004	ADDITIONAL TOOLS LIST	31-DEC-2003	001	EMAIL

PIIN/SIIN W56HZV-04-D-0049
MOD/AMD P00001
ATT/EXH ID Attachment 001
PAGE 1

The Purchase Descriptions is not available within this electronic contractual document. The document will be sent via email.